STATE OF NEW HAMPSHIRE BUREAU OF PURCHASE AND PROPERTY STATE HOUSE ANNEX - ROOM 102 25 CAPITOL ST CONCORD NH 03301-6398

NOTICE OF CONTRACT

DATE: 09/21/15

CONTRACT FOR: Snow Plowing Services

NIGP CODE: 968-7200

CONTRACTOR: Jungle Jims CONTRACTOR #158112

SUBMITTED FOR ACCEPTANCE BY: aura LAURA INGRAM, PURCHASING AGENT BUREAU OF PURCHASE AND PROPERTY RECOMMENDED FOR ACCEPTANCE BY: ROBERT STOWER, ADMINISTRATOR BUREAU OF PURCHASE AND PROPERTY ENDORSED FOR ACCEPTANCE BY: LISA M. POLLARD, DIRECTOR DIVISION OF PROCUREMENT & SUPPORT SERVICES ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-1:14, XII. Vichi V. Clurai DATE 9/29/15 VICKI QUIRAM, COMMISSIONER DEPARTMENT OF ADMINISTRATIVE SERVICES

This contract is in result of NH Bid 1774-16 for Snow Plowing Services. If approved, this contract will be in effect upon approval through 07/31/18 with extensions upon mutual agreement. I have verified there are no records of debarment or exclusions.

	Last 3 yr contract pricing
Liquor Store #73	\$69,390
Liquor Store #76	\$85,235
Liquor Store #69	\$20,354
NHES Nashua Office	\$20,323
NHES Portsmouth	\$22,485
Portsmouth District Court	\$19,485

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9. or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation"). 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- **20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

PURPOSE

Jungle Jims, (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Snowplowing Services in accordance with the bid submission in response to State Bid # 1774-16 and described herein.

TERM

This contract shall commence on the date approved by the Commissioner of Administrative Services, and terminates on July 31, 2018. The Contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

DAMAGE

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its expense.

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and their employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 (as modified in Exhibit C) and cannot be cancelled or modified until the State receives a 10 day prior written notice.

SCOPE OF WORK

Bare pavement policy

Services shall include, but shall not be limited to, snow plowing, removal and disposal of snow; salting and sanding shall be accomplished as needed, or on request of the agency/location. The Contractor shall maintain a bare pavement policy; all areas shall be treated regardless of the amount of snow accumulation.

Commencement of Operations:

Contractor shall be on site providing service as follows:

Plowing/removal operations upon the accumulation of 2" of snow or more.

Contractor Initials 37 Date 9.8.15

- Salting, Sanding and any time conditions warrant, the following are examples:
 - o Freezing rain,
 - o Black Ice;
 - Sleet.
 - Spring Melt off

Snow drifts cleanup

Contractor shall continually monitor conditions and apply resources as needed to return the pavement to bare and wet condition as soon as practical.

Facility Conference

Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

Access to Highways/Streets

In the event that plowing operation (contractor or city/fown/state) create snow banks that impair the vision of vehicles/pedestrians entering/exiting plowed areas, these banks shall be removed to ensure safe exit/entering to facilities within 48 hours of storms end.

Work Staff

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contract Officer may require the contractor to dismiss from the work such employees as are deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment shall be contrary to the public interest or inconsistent with the best interest of security.

Property Inspection fall marking/damage

Contractor shall clearly identify areas such as, but not limited to, curbing, shrubs, manholes, fencing, guardrails, electrical junction boxes or any other areas that are susceptible to damage when concealed by snowfall prior to the first snowfall.

If damage is found while "staking" your properties; you need to notify the State's contract manager in writing (preferably w/pictures). The State of New Hampshire will reject any damage claims once snow has fallen.

Public / Private Sidewalks Roadways

<u>Under no circumstances shall</u> Contractor push/plow snow onto walkways (Private or Public) or Roadways.

Snow Drifts/ Wind Rows

The Contractor is responsible for snow drift / Wind Row cleanup. Contractor shall be called to return to site to plow snow drifts during, after and or between storms.

Concrete Walkways/driveways

Concrete Walkways/driveways shall be treated with SALT FREE sand or Sand treated with Magnesium Chloride or other approved product(s) ONLY.

Snow plow blades shall be Rubber or Urethane or other approved product(s).

Approved Snow Disposal sites.

The State of New Hampshire does not provide or allow the removal of snow from one facility to be deposited at another state facility location. All removed snow shall be lawfully disposed of.

Environmental impact

A major concern in using chemicals for winter road maintenance is environmental impact. Studies show that soils, vegetation, water, highway facilities, and vehicles are all affected, so it is very important to use chemicals wisely. Most soil and vegetation damage occurs within 60 feet of the road and is greatest close to the pavement.

Damages

The Contractor shall be responsible for any and all damage to buildings, doors, bollard posts, taxiway lights, seen and unseen obstacles, and shall be required to repair and/or replace any damaged item at their expense. Contractor shall be required to fill out an Abbreviated Ground Accident Report that shall be supplied.

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End of season signoffs

All contractors shall have completed their spring cleanup prior to requesting a signoff for the end of season. Agencies will have supplied you with the form they desire, or such form(s) shall be provided by the Contract Officer. April payment depends upon submitting this completed form.

Handicap Parking

Contractors shall not use handicap parking spots to store snow. All handicap spots shall be clean of ice, snow and treated within 48 Hours of storm's end.

Equipment

All equipment used in the performance of services under the Contract, shall be foreign substance FREE on all areas to be utilizing in the plowing of the Jobsite. A foreign substance is defined as any of the following:

- Motor vehicle fluids (oil, gas, diesel, grease etc)
- Plow fluids (fluids, grease etc)
- Tobacco no form of tobacco shall be in use in the vehicles while at the facility
- Vehicle refuse (Trash in vehicle that may escape onto the plowing area)

Vehicles and/or equipment that do not meet the above criteria shall be immediately taken out of service until the problem(s) are corrected, NO EXCEPTIONS.

Amber Flashing lights/strobe lights

All equipment used in the performance of services under the Contract shall have Amber Flashing lights/strobe lights. These shall be on and working at all times during operations (from startup to shutdown). Vehicles not meeting these criteria shall be taken out of service immediately, NO EXCEPTIONS.

Metal Chains

Equipment shall come fitted with rubber tires, no metal chains.

Hazardous Waste Disposal

In the event of a spill, any captured Hazardous Materials must be disposed of promptly and properly. This disposal shall take place within 2 working days of the incident. Contractor will be required to provide copies of all disposal records and logs.

On Site Stored Equipment Storage

Requires written pre-authorization.

Stored equipment shall use the following equipment to prevent leaking fluids.

• 1 SPILFYTER Sorbent Berm Pillow, 28 x 42 In, PK 5 (or equivalent)

Multiple spill berms shall be used as needed under ALL equipment, in other words, under the most vulnerable known areas (i.e. crankcase, drive seals, hydraulic housing, rear end etc.), when parked.

Spill Kit Requirements (Minimum requirements)

Each vehicle used performing services under the Contract shall have the following:

- 1 FAST PACK Grab Bag Spill Kit, 5 Gallon, Universal (or equivalent)
 - Gallons absorbed per Pk'q 5,
 - Includes(1) Heavy-Duty Water Resistant Duffel,
 - (1) Quart Bag ENSORB(R) (10) Pads,
 - (2) Medium Socks, (1) Pack Wipes,
 - (1) Disposal Bag and Tie,
 - (1) Pair Nitrile Gloves
- 1 STARDUST Vehicle Spill Kit, 2gallon (or equivalent)
 - 2 Gallons absorbed per Pk'g,
 - Includes(1) Water Resistant Nylon Zippered Tote,
 - (2) 3-lb. Stardust Dispensers,
 - (1) Broom Head,
 - (1) Telescoping Broom Handle,
 - (1) Dustpan/Brush Combo.
 - (10) Disposal Bags,
 - (1) Goggles,
 - (2) Nitrile Gloves

Contractor Initials + Z-Date 9 8 15

Keys/Cardkeys Policy

The Contractor shall establish and implement methods of ensuring that all Card keys /keys issued to the Contractor by the State are not lost or misplaced and are not used by unauthorized persons. No card keys/keys issued to the Contractor by the State shall be duplicated. The Contractor shall report the loss of keys or access cards to the Contracting Officer. In the event keys are lost, the Contractor shall be required, upon direction of the Contracting Officer, to rekey or replace the affected lock or locks; however, the State, at its option, may replace the affected lock or locks or perform rekeying. When the replacement of locks or rekeying is performed by the State, the total cost of rekeying or the replacements of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system may be replaced by the State and the total cost deducted from the monthly payment due. It is the responsibility of the Contractor to prohibit the use of keys issued by the State by any persons other than the Work Staff. Replacement keys/Access Cards will be billed at a cost of \$10.00 per unit and shall be deducted from the monthly payment due the Contractor.

Criminal Records Check Requirements

Certain Facilities require that prior to placing an individual in a State facility the Contractor shall provide a completed (processed) "Criminal Records Release Form"

(http://www.nh.gov/safety/divisions/nhsp/ssb/crimrecords/documents/dssp256.pdf) to the Facility Contact. All Criminal Records Release Forms shall be no more than 6 months old (based upon the bid opening date). The facility contact shall review the Criminal Records Form to verify that they meet facility requirements. Only approved individuals are allowed on state property and in state facilities at all times. Depending on the facility enhanced background checks and/or specific requirement are noted on the "maintenance frequency schedule" for the facility.

	Day	Open	Close
	Sunday	8:00 AM	10:00 PM
	Monday	MA 00:8	9:00 PM
	Tuesday	MA 00:8	9:00 PM
	Wednesday	8:00 AM	9:00 PM
	Thursday	8:00 AM	10:00 PM
	Friday	8:00 AM	10:00 PM
	Saturday	8:00 AM	10:00 PM
	 Contractor sh 	all commence	operations so that 1 hour before opening the facility has been completely serviced
iquor Store #73 (I-95 South)			wplowing services as needed to assure that NO more than 2 inches have accumulated in travel
			d and/or salt/Magnesium Chloride all public and employee access areas and walkways to
	 Contractor Sh 	 Contractor will shovel, sand and/or salt/Magnesium Chloride all public and er ensure that they are kept clear of snow and ice hazards each time parking lot i Contractor Shall provide 20 - 25 pound bags of Magnesium Chloride or EQUIV PLOW SEASON 	- 25 pound bags of Magnesium Chloride or EQUIVALENT NO LATER NOVEMBER 1ST EACH
			from the premises of all locations when necessary to have complete access to dumpsters, HVAC units, parking areas, entrance ways, exits and loading areas.
			e Contractor shall salt, sand and scrape all surfaces after every ice/snow storm
	 Salt/sand ban 	rels shall be pl	aced at building entrances/exits each plow season; no later than November 1st and removed Contractor shall be responsible for filling them.
	On/Off Ramp.		

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	Day Open Close
	Sunday 8:00 AM 9:00 PM
	Monday 8:00 AM 9:00 PM
	Tuesday 8:00 AM 9:00 PM
	Wednesday 8:00 AM 9:00 PM
	Thursday 8:00 AM 10:00
	Friday 8:00 AM 10:00
	Saturday 8:00 AM 10:00
	 Contractor shall commence operations so that 1 hour before opening the facility has been completely serviced
	 Contractor shall supply snowplowing services as needed to assure that NO more than 2 inches have accumulated in travel
Liquor Store #76 (195 North)	lanes.
	Contractor will shovel, sand and/or salt/Magnesium Chloride all public and employee access areas and walkways to
	ensure that they are kept clear of snow and ice hazards each time parking lot is plowed during Business hours.
	 Contractor Shall provide 20 - 25 pound bags of Magnesium Chloride or EQUIVALENT NO LATER NOVEMBER 1ST EACH
	PLOW SEASON
	 Snow must be hauled away from the premises of all locations when necessary to have complete access to dumpsters,
	Generators, propane tanks, HVAC units, parking areas, entrance ways, exits and loading areas.
	 To eliminate ice buildup, the Contractor shall salt, sand and scrape all surfaces after every ice/snow storm
	 Salt/sand barrels shall be placed at building entrances/exits each plow season; no later than November 1st and removed
	no later than May 15. The Contractor shall be responsible for filling them.
	 On/Off Ramps are bid separately
	Day Open Close
	Sunday 9:00AM 6:00PM
	Monday 9:00AM 9:00PM
	Tuesday 9:00AM 9:00PM
	Wednesday 9:00AM 9:00PM
	Thursday 9:00AM 10:00PM
	Friday 9:00AM 10:00PM
	Saturday 9:00AM 10:00PM
	 Contractor shall commence operations so that 1 hour before opening the facility has been completely serviced
Liquor Store #69 (Nashua)	 Contractor shall supply snowplowing services as needed to assure that NO more than 2 inches have accumulated in travel
27 Coliseum Ave	lanes.
	 Contractor will shovel, sand and/or salt/Magnesium Chloride all public and employee access areas and walkways to
n de la companie de l	ensure that they are kept clear of snow and ice hazards each time parking lot is plowed during Business hours.
0.000	 Contractor Shall provide 20 - 25 pound bags of Magnesium Chloride or EQUIVALENT NO LATER NOVEMBER 1ST EACH
	PLOW SEASON
	Snow must be hauled away from the premises of all locations when necessary to have complete access to dumpsters,
	Generators, propane tanks, HVAC units, parking areas, entrance ways, exits and loading areas.
	To eliminate ice buildup, the Contractor shall salt, sand and scrape all surfaces after every ice/snow storm Sels/and basels shall be alread at building antergon (with each element of the start
	Salt/sand barrels shall be placed at building entrances/exits each plow season; no later than November 1st and removed an later than May 15. The Contractor shall be responsible for filling them.
	no later than May 15. The Contractor shall be responsible for filling them.
	All parking spots shall be useable by 7AM Monday – Friday. NHES's primary business hours are from 7:00 am until 5:00 pm
	Monday through Friday.
	 During business hours, Contractor shall provide snowplowing services as needed to assure that no more than 2 inches have accumulated in travel lanes.
	 Contractor will shovel, sand and/or salt all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time parking lot is plowed throughout the day.
NHES Nashua Office	Salt/sand barrels shall be placed at building entrances/exits each plow season; no later than November 1st and removed
THE STABILITY OF THE STATE OF T	no later than May 15. The Contractor shall be responsible for filling them.
	Snow must be removed within 2 business days of storm's end
	Cross billing with Goddard School. 8% of bid shall be billed directly to Goddard School.
	Includes access road to both locations
	Contractor will clear snow away from Generators, HVAC units, Dumpsters, Propane Tanks in order to provide
	unobstructed access to / from units each time parking lot is plowed.
	All parking spots shall be useable by 7AM Monday – Friday. NHES's primary business hours are from 7:00 am until 5:00 pm
	Monday through Friday.
	 During business hours, Contractor shall provide snowplowing services as needed to assure that no more than 2 inches have
	accumulated in travel lanes.
	Contractor will shovel, sand and/or salt all public and employee access areas and walkways to ensure that they are kept
	clear of snow and ice hazards each time parking lot is plowed throughout the day.
NHES Portsmouth Office	Salt/sand barrels shall be placed at building entrances/exits each plow season; no later than November 1st and removed
	no later than May 15. The Contractor shall be responsible for filling them.
	Snow must be removed within 2 business days of storm's end
	To include exit and road between the property boundaries at the back of the lot
	To include exit and road between the property boundaries at the back of the lot. Contractor will clear snow away from Generators, HVAC units, Dumosters, Propage Tanks in order to provide
	 To include exit and road between the property boundaries at the back of the lot. Contractor will clear snow away from Generators, HVAC units, Dumpsters, Propane Tanks in order to provide unobstructed access to / from units each time parking lot is plowed.

	 Contractor shall commence snow plow operations to ensure the facility has been fully serviced including walkways/employee access areas no later than 7:00 AM Monday – Friday.
	 Facility maintains walkways/employee access areas during business hours
Portsmouth District Court	 All parking spots shall be useable no later than 7:00 AM Monday - Friday
	 Facility primary business hours are from 8:00 am until 5:00 pm Monday-Friday. During these business hours, Contractor
	will provide snowplowing services as needed to assure that no more than 2 inches have accumulated in travel lanes.
	 Snow shall be removed & all parking spots shall be useable within 24 hours of the storm's end.
	 All parking spots and travel ways shall be useable within 24 hours of the storms end.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide snow plowing services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$289,460; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as July 31, 2018.

INVOICE

Contracted term starts upon the State of New Hampshire's acceptance of the contract and ends on July 31, 2018. All invoices shall be sent to facility address location.

All invoices require Location and the month you are billing for.

The following are the payment terms:

Bills submitted before the date(s) below shall be REJECTED and you will have to re-invoice.

- 1) November 30 or later, payment shall be n30 days upon acceptance of the work.
- 2) December 31 or later, payment shall be n30 days upon acceptance of the work.
- 3) January 31 or later, payment shall be n30 days upon acceptance of the work.
- 4) February 28 or later, payment shall be n30 days upon acceptance of the work.
- 5) March 31 or later, payment shall be net 30 upon acceptance of the work.
- 6) April 30 or later and FACILITY signoff Sheet are required for payment. The State shall use the invoice date or the Facility Signoff sheet date whichever is later; payment shall be net 30 based upon the later date.

EXHIBIT C

SPECIAL PROVISIONS

Delete Paragraph 14.1.1 and substitute the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and".

Page 12 of 12

Contractor Initials 7.8.75

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

	1, James Lanque, as a Sole Owner of my Business, Jung le Jims
	Certify that I am authorized to enter into a contract with the State of New Hampshire, State Liquor
	Commission on behalf of myself.
	IN WITNESS WHEREOF, I have set my hand as the Sole Owner of the Business this
	g day of September, 20 15.
	Sole Owner
	STATE OF NH COUNTY OF Merrimack
	On this the 8 day of September , 2015, before me, Robie
	Parsons the undersigned Officer, personally appeared James Lanoue.
	who acknowledge her/himself to be the Sole Owner, of <u>Jongle Jims</u> . A
	Business, and that she/he, as such Sole Owner being authorized to do so, executed the foregoing
	instrument for the purposes therein contained, by signing the name of the Business by her/himself as
	James Lanove.
THE THEORY OF THE PARTY OF THE	IN WITNESS WHEREOF I hereunto set my hand and official seal.
Milli	Notary Public / Justice of the Peace
	Notary Public / Justice of the reace
	My Commission Expires: March 12, 2019



CERTIFICATE OF LIABILITY INSURANCE

OP ID: BA

DATE (MM/DD/YYYY) 08/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	he terms and conditions of the policy certificate holder in lieu of such endor			endorsement. A st	atement on t	his certificate does not o	onfe	r rights to the
PR	DDUCER	30ment(3	,	CONTACT NAME:				
	LONEY ASSOC INS - MANCHESTER 50 Elm Street, Suite 501			PHONE (A/C, No, Ext): 603-2	77-9500	FAX	603	-626-5580
	nchester, NH 03101-1217			E-MAIL	0000	(A/C, NO)	500	020 000
				ADDRESS: PRODUCER CUSTOMER ID #: JUI	VG-10			
INIS	URED Jungle Jim's					RDING COVERAGE		NAIC #
1145	(Jim Lanoue dba)			INSURER A : The C	incimau ins	surance Co.		10677
	2100 Dover Road			INSURER B:				-
	Epsom, NH 03234-4135			INSURER C :				
				INSURER D:				
				INSURER E :				
_				INSURER F:				
_			E NUMBER:	LE DEEN LOOLES T	0 715 11015	REVISION NUMBER:		01101105000
1	THIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RICERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREMI PERTAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRAC	T OR OTHER ES DESCRIBE	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH THIS
INSF	TYPE OF INSURANCE	ADDL SUB		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MWDD/YYYY)	LIMIT	S	
	GENERAL LIABILITY	INSK WYD	, tours insubate	(MINE DOTT TT)	(MINEOD) 17117	EACH OCCURRENCE	\$	1,000,000
A	X COMMERCIAL GENERAL LIABILITY		ENP0200213	06/07/2015	06/07/2016	DALLACTO WAS APPLICATED	s	100,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	s	5,000
						PERSONAL & ADV INJURY	s	1,000,000
	0.000					GENERAL AGGREGATE	s	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	s	2,000,000
	POLICY PRO- LOC					711000010 001111011100	S	
٨	AUTOMOBILE LIABILITY		EBA0251416	007/07/0045	06/07/2016	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	ANY AUTO		CDA0231410	06/07/2015	06/07/2016	BODILY INJURY (Per person)	S	
	ALL OWNED AUTOS			2011		BODILY INJURY (Per accident)	\$	
	X SCHEDULED AUTOS			000		PROPERTY DAMAGE	s	
	X HIRED AUTOS				91	(PER ACCIDENT)		
	X NON-OWNED AUTOS						\$	
	X UMBRELLA LIAB X OCCUR	-			-		\$	
	EVOSCO (IAD					EACH OCCURRENCE	S	2,000,000
Α	EXCESS LIAB CLAIMS-MADE	ENP0200213	06/07/2015	06/07/2016	AGGREGATE	\$	2,000,000	
	DEDUCTIBLE						S	
	RETENTION \$ WORKERS COMPENSATION					▼ WC STATU- OTH-	S	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N / A		1410040000	201101001	0011010010	X WC STATU- OTH-		
Α			WC2132239	02/13/2015	02/13/2016	E.L. EACH ACCIDENT	\$	100,000
	(Mandatory in NH) If yes, describe under			8 8 8 8 8 8 8		E.L. DISEASE - EA EMPLOYEE	\$	100,000
Α.	DÉSCRIPTION OF OPERATIONS below Leased or Rented		ENP0200213	00/07/2045	06/07/2016	E.L. DISEASE - POLICY LIMIT	\$	500,000
Α			ENPU200213	06/07/2015	06/07/2016	Limit		70,000
	Equipment							
Ex	scription of operations / Locations / VEHIC clusion of Executive Officer applie	es to Jim	ACORD 181, Additional Remarks 1 Lanoue	Schedule, if more space	s required)			
CE	RTIFICATE HOLDER			CANCELLATION				
					N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E CY PROVISIONS.		
				AUTHORIZED REPRESI	ENTATIVE		***********	
				Sugan	y Tusde	e de la		

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Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability

Name Appeal Process

Date: 9/10/2015 Filed

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name
JUNGLE JIMS

Name Type
Legal

Trade Name - Domestic - Information

Business ID: 249757

Status: Active Entity Creation Date: 5/3/1996

Principal Office Address: Attn: Jim Lanoue

2100 Dover Rd Epsom NH 03234

Principal Mailing Address: No Address

[Name Not Available] [Address Not Available]

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

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STATE OF NEW HAMPSHIRE

Dept. Of Administrative Services

Div. Of Plant And Property Management

Bureau Of Purchase And Property State House Annex

Concord, New Hampshire 03301

Date: August 19, 2015

Notice Of Contract

For:

Snow Plowing

CONTRACT NO.:

8001876

NIGP CODE:

968-7200

Vendor:

Jungle Jims

Vendor # 158112

2100 Dover Rd. Epsom NH 03234

Tel. No.:

603-736-8896

Contact Persons:

Jim Lanoue

E-mail Address

junglejims@metrocast.net

Effective From:

September 1, 2015 - July 31, 2018

Locations & Prices:

Location	Cost Winter 15-16	Cost Winter 16-17	Cost Winter 17-18	Total
Liquor Store #73 (I-95 South)	\$25,290	\$25,290	\$25,290	\$75,870
Liquor Store #76 (I-95 North)	\$27,460	\$27,460	\$27,460	\$82,380
Liquor Store #69	\$10,500	\$10,500	\$10,500	\$31,500
NHES Nashua Office	\$12,900	\$13,100	\$13,500	\$39,500
NHES Portsmouth Office	\$10,570	\$10,570	\$10,570	\$31,710
Portsmouth District Court	\$9,500	\$9,500	\$9,500	\$28,500

PAYMENTS

All invoices must reference the Location and the month you are billing for.

The following are the payment terms:

Bills submitted before the date(s) below shall be REJECTED and you shall have to re-invoice.

- 1) November 30 or later, payment shall be n30 days upon acceptance of the work.
- 2) December 31 or later, payment shall be n30 days upon acceptance of the work.
- 3) January 31 or later, payment shall be n30 days upon acceptance of the work.
- 4) February 28 or later, payment shall be n30 days upon acceptance of the work.
- 5) March 31 or later, payment shall be net 30 upon acceptance of the work.
- April 30 or later and FACILITY signoff Sheet are required for payment. The State shall use the invoice date or the Facility Signoff sheet date whichever is later; payment shall be net 30 based upon the later date.

Laura Ingram, Purchasing Agent

Tel: 603 271-2009

Email: Laura.Ingram@NH.gov

